IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, Plaintiff, v. SPARTAN AVIATION INDUSTRIES d/b/a SPARTAN COLLEGE OF AERONAUTICS AND TECHNOLOGY, Defendant.	)	Case No.: 4:07-CV-00544- GKF-SAJ

CONSENT DECREE

Introduction

Plaintiff Equal Employment Opportunity Commission ("EEOC") instituted this action alleging that Spartan Aviation Industries d/b/a Spartan College of Aeronautics and Technology ("Defendant") discriminated against Charging Party J.C. Shine ("J.C. Shine") in violation of Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 ("Title VII") by treating her more harshly than male comparables with respect to the terms and conditions of her employment and by terminating her in retaliation for protected activity under Title VII.

For purposes of settlement and compromise only, and with no admission of liability by Defendant, the EEOC and Defendant have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation;

THEREFORE, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that: (i) this Court has jurisdiction over the parties to and the subject matter of this action, (ii) the requirements of Title VII will be carried out by the implementation of this Decree, (iii) this Decree is intended to and does resolve all matters in controversy in this lawsuit or directly related to this lawsuit among the parties, and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

I. General Provisions

1. Defendant shall not discriminate against any employee by subjecting such employee to sex discrimination or retaliation at any site of business owned and/or operated by Defendant.

2. Defendant shall not discriminate or retaliate against any person because he or she: (a) has opposed any practices alleged in this lawsuit as unlawful under Title VII, (b) has participated in any investigation conducted under Title VII connected with or leading up to this lawsuit; (c) has participated in this lawsuit; or (d) has benefited or will benefit in any way as a result of this Consent Decree.

II. Relief for Charging Party

3. Within ten (10) days of the Court's entry of the Consent Decree, Defendant shall deliver by certified mail to J.C. Shine at her home address a check made payable to J.C. Shine in the amount of $10,000.00, as and for back pay, and a second check made payable to J.C. Shine in the amount of $22,500.00, as and for compensatory damages. Defendant shall include with the delivery of both checks an itemization of deductions withheld from the back pay, a completed W-2 for the back pay amount reflecting all applicable state and federal payroll deductions withheld from the back pay amount, and a completed 1099 for the compensatory damages amount. Defendant shall pay the employer's contribution for FICA, Medicare, and/or any and all other applicable employer's contributions for the back pay amount.

4. Within ten (10) days of the Court's entry of the Consent Decree, Defendant shall forward copies of the checks, itemization of deductions, W-2, and 1099 forms referenced in Paragraph 3, above, to Jan Shelly, Senior Trial Attorney, EEOC, St. Louis District Office, 1222 Spruce St., Suite 8.100, St. Louis, MO 63103.

5. Within thirty (30) days of the Court's entry of the Consent Decree, Defendant shall direct its Chief Executive Officer to prepare and sign a letter of reference in the form shown in Exhibit A on appropriate company letterhead, and to make a copy of such signed letter part of the respective permanent employment records of Ms. Shine.

6. Within thirty (30) days of the Court's entry of the Consent Decree, Defendant shall direct its Chief Executive Officer to prepare and sign a letter affirming that any disciplinary records or written warnings of any kind have been expunged from any of J.C. Shine's permanent employment records.

7. Within thirty (30) days of the Court's entry of the Consent Decree, Defendant shall provide a copy of the signed letters referenced in paragraphs 5 and 6 to Jan Shelly, Senior Trial Attorney, Equal Employment Opportunity Commission, St. Louis District Office, Room 8.100, 1222 Spruce St., St. Louis, MO 63103.

8. In the case of any inquiries by prospective employers regarding J.C. Shine, Defendant shall limit its response(s) to the information contained in the letter of reference referenced in paragraph 5 above, and copies of such letter shall be made available to any such prospective employers upon request.

III. Policies, Training & Reporting

9. Within fifteen (15) days of the Court's entry of the Consent Decree, Defendant shall adopt a sex discrimination and retaliation policy which shall clearly describe the proper procedure to file an internal sex discrimination and/or retaliation complaint with Spartan.

10. Within thirty (30) days of the Court's entry of the Consent Decree, A copy of this policy shall be provided to Jan Shelly, Senior Trial Attorney, Equal Employment Opportunity Commission, St. Louis District Office, Room 8.100, 1222 Spruce St., St. Louis, MO 63103, for review and approval by the EEOC.

11. Within thirty (30) days of the Court's entry of the Consent Decree, Defendant shall distribute its employment discrimination policy and its complaint procedure to all employees. This distribution will be in the form of a letter, on company letterhead, from the Chief Executive Officer and the Chief Operating Officer, with the policy and procedure attached to or incorporated in such letter. Within fifteen (15) days of such distribution, Defendant will obtain a sign-off sheet from each employee stating that the employee has received these materials and shall maintain such sign-off sheet in each such employee's personnel file. Simultaneously with the distribution of such letter, Defendant shall mail a copy of such letter to Jan Shelly, Senior Trial Attorney, Equal Employment Opportunity Commission, St. Louis District Office, Room 8.100, 1222 Spruce St., St. Louis, MO 63103.

12. Within five (5) days of date of hire, Defendant shall distribute the employment discrimination policy and the complaint procedure to each newly-hired employee. This notice will be in the form of a letter, on company letterhead, from the Chief Executive Officer and the Chief Operating Officer, with the policy and procedure attached to or incorporated in such letter. Within fifteen (15) days of such distribution, Defendant will obtain a sign-off sheet from each

employee stating that the employee has received these materials and maintain such sign-off sheet in each such employee's personnel file.

13. Within thirty (30) days of the Court's entry of the Consent Decree, Defendant shall post a notice on the employee bulletin board or similar location in all of Defendant's facilities which shall contain information about the employment discrimination policy and the complaint procedure. Such notice shall be conspicuous and shall clearly explain the policy and procedure. Simultaneously with the posting of such notice, Defendant shall mail a copy of such notice to Jan Shelly, Senior Trial Attorney, Equal Employment Opportunity Commission, St. Louis District Office, Room 8.100, 1222 Spruce St., St. Louis, MO 63103.

14. Within sixty (60) days of the Court's entry of the Consent Decree, Defendant shall cause all of its managers to attend eight (8) hours of employment discrimination training. As part of such training, each manager shall be instructed that he or she must fully comply with Defendant's employment discrimination policy and must promptly report to its chief operating officer any and all conduct that may constitute employment discrimination and all complaints alleging employment discrimination, and that failure to do so will result in discipline up to and including termination. Within thirty (30) days of the Court's entry of the Consent Decree, an outline and description of the training and the training materials shall be provided to Jan Shelly, Senior Trial Attorney, Equal Employment Opportunity Commission, St. Louis District Office, Room 8.100, 1222 Spruce St., St. Louis, MO 63103.

15. Within sixty (60) days of the date of hire or promotion, Defendant shall cause each newly hired or newly promoted manager to view a videotape of the eight (8) hours of employment discrimination training referenced in paragraph 14. Such training shall emphasize that any and all conduct that may constitute employment discrimination shall be grounds for

immediate discipline, including demotion and termination, and that each manager's performance and future salary increases and bonuses will be based in part on effectively implementing Defendant's policy on employment discrimination.

16. Defendant shall keep records of any and all internal complaints of possible employment discrimination, including complaints of retaliation, received during the term of the Consent Decree, and shall retain such records for a period of three (3) years from the date of receipt of each such complaint.

IV. Reporting and Monitoring

17. Within six (6) months of the entry of the Consent Decree, Defendant shall provide written notice to the EEOC of compliance with the requirements set forth in Sections II and III of the Consent Decree to Jan Shelly, Senior Trial Attorney, Equal Employment Opportunity Commission, St. Louis District Office, Room 8.100, 1222 Spruce St., St. Louis, MO 63103. Such notice shall include copies of any and all documents referenced or described in Sections II, and III not already provided to the EEOC.

18. During the three (3) year term of the Consent Decree, Defendant shall provide written notice to Jan Shelly, Senior Trial Attorney, Equal Employment Opportunity Commission, St. Louis District Office, Room 8.100, 1222 Spruce St., St. Louis, MO 63103, of all written internal complaints regarding possible sex discrimination and/or retaliation at any of Defendant's sites. Such notice shall include the name of the person making the complaint, the nature of the complaint, and the resolution of the complaint following the company's investigation, and shall be provided within thirty (30) days of the date that a written complaint is received or, in the case of a verbal complaint, the date that the complaint is reduced to writing.

19. During the three (3) year term of the Consent Decree, Defendant shall allow representatives of the Equal Employment Opportunity Commission to inspect the premises of Defendant's facilities to assure compliance with the Consent Decree. Such review of compliance shall be initiated by written notice to the attorney of record for Defendants at least five (5) business days in advance of any such inspection. Defendant has the right to have its attorney of record present during any such inspection.

V. Term and Effect of Decree

20. By entering into this Consent Decree, the parties do not intend to resolve any charges of discrimination other than the charge filed by J.C. Shine that created the jurisdictional foundation for the Complaint filed in this case.

21. This Consent Decree shall be binding upon the parties hereto, their successors, and assigns.

22. This Consent Decree shall be in force for a period of three (3) years.

23. During the Consent Decree's term, the Court shall retain jurisdiction of this case for purposes of enforcement of the Consent Decree. The term of the Consent Decree can be extended only upon a showing that Defendant has substantially failed to comply with a material term of the Consent Decree after having been given notice of any such failure to comply and a reasonable opportunity to correct any such noncompliance.

24. Each party shall bear its own costs.

DATE: February 19, 2009.

Gregory K. Frizzell
United States District Judge
Northern District of Oklahoma

BY CONSENT

FOR PLAINTIFF:

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Regional Attorney

s/ Jan Shelly
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EXHIBIT A

(On Company letterhead)

DATE

To Whom It May Concern:

J.C. Shine was employed as a pilot/instructor at Spartan College from October 21, 1998 to July 30, 2004. Her job duties included teaching classes in aviation, flight instruction of students, and all aspects of piloting and instructing student pilots. Ms. Shine was given an overall rating of meeting or exceeding expectations on her annual performance evaluations.

By: ____________________________

Brent Mills
Vice Chairman